



SEABOARD COAST LINE RAILROAD COMPANY

Treasury Department

P. O. Box 27581

Richmond, Virginia 23261

LEONARD G. ANDERSON
VICE PRESIDENT AND TREASURER

June 1, 1978

Mr. H. Gordon Homme, Jr.

Acting Secretary

Interstate Commerce Commission JUN 5 1978 - 3 42 PM

Washington, D. C. 20423

RECORDATION NO. 8209-F Filed & Recorded

RECEIVED
JUN 5 3 42 PM '78
I.C.C.
FEE OPERATION BR.

INTERSTATE COMMERCE COMMISSION

Dear Mr. Homme:

I am enclosing for filing and recordation under the provisions of Section 20c of the Interstate Commerce Act, as amended, executed counterparts Nos. 1, 2 and 3 of Amendment No. 2 to Lease of Railroad Equipment, dated as of December 15, 1975, described in detail below. The original such Lease of Railroad Equipment was filed with your Commission on February 10, 1976 at 4:15 PM and assigned Recordation No. 8209-B, and Amendment No. 1 was filed with your Commission on May 3, 1976 at 2:40 PM and assigned Recordation No. 8209-F.

Such Amendment No. 2 provides by its terms that each counterpart shall be deemed an original and, accordingly, counterpart No. 1 may be treated as an original and the others as counterparts thereof.

1. Names and addresses of the parties to Amendment No. 2 to Lease of Railroad Equipment

(a) Lessor - American Security Bank, N.A., Trustee
(changed from American Security and Trust Company),
15th Street and Pennsylvania Avenue, N.W.,
Washington, D. C. 20013

(b) Lessees - Seaboard Coast Line Railroad Company, 3600
West Broad Street, Richmond, Virginia 23230, and
Louisville and Nashville Railroad Company, 908 West
Broadway, Louisville, Kentucky 40201

2. Description of equipment covered by Amendment No. 2 to Lease of Railroad Equipment

8-156A228
Date JUN 5 1978
Fee \$ 10
ICC Washington, D. C.
Counterpart - *Thomas V. Wren*

Interstate Commerce Commission

Washington, D.C. 20423

6/5/78

OFFICE OF THE SECRETARY

**Leonard G. Anderson
Vice Presl. & Treasurer
P.O.Box 27581
Richmond, Virginia 23261**

Dear

Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 20(c) of the Interstate Commerce Act, 49 U.S.C. 20(c), on **6/5/78** at **3:45pm** and assigned recordation number(s) **8209-I**

Sincerely yours,

**H.G. Homme, Jr.
Acting Secretary**

Enclosure(s)

**SE-30-T
(6/77)**

RECORDATION NO. 82097 Filed & Recorded

JUN 5 1978 -8 45 PM

AMENDMENT NO. 2 TO LEASE OF RAILROAD EQUIPMENT

INTERSTATE COMMERCE COMMISSION

AMENDMENT NO. 2 dated as of December 15, 1975, among SEABOARD COAST LINE RAILROAD COMPANY and LOUISVILLE AND NASHVILLE RAILROAD COMPANY (hereinafter collectively called "the Lessee"), AMERICAN SECURITY ~~AND~~ BANK, N.A. ~~TRUST COMPANY~~ (hereinafter called "the Lessor"), METROPOLITAN LIFE INSURANCE COMPANY, FORD MOTOR CREDIT COMPANY and CARGILL LEASING CORPORATION, to the Lease of Railroad Equipment dated as of December 15, 1975, as amended by Amendment No. 1 (hereinafter, as so amended, called "the Lease") between the Lessee and the Lessor.

WHEREAS, the Lessee and the Lessor desire to amend the Lease as hereinafter provided;

NOW, THEREFORE, the parties hereto agree that:

A. The second paragraph of § 9 of the Lease is hereby amended in its entirety to read as follows:

The Lessee agrees, for the benefit of the Lessor and the Vendor, to comply in all respects (including without limitation, with respect to the use, maintenance and operation of each Unit) with all applicable laws of the jurisdictions in which its operations involving the Units may extend, with the interchange rules of the Association of American Railroads and with all lawful rules of the United States Department of Transportation, the Interstate Commerce Commission and any other legislative, executive, administrative or judicial body exercising any power or jurisdiction over the Units, to the extent that such laws and rules affect the title, operation or use of the Units, and in the event that, prior to the expiration of the Lease or any renewal thereof, such laws or rules require any alteration, replacement, addition or modification of or to any part on any Unit, the Lessee will conform therewith at its own expense and the Lessor will have title thereto; provided, however, that with respect to any alteration, replacement, addition or modification of or to any part on any Unit which is not readily removable without causing material damage to the Unit required by such laws or rules (hereinafter called "Nonremovable Government Mandated Alterations"); the Lessee, at the Lessor's expense, will conform with such Nonremovable Government Mandated Alterations and lease such Nonremovable Government Mandated Alterations until the termination of this Lease upon the same terms and conditions as are herein specified at a rate which shall maintain the Lessor's net return under this Lease (computed on the same assumptions as utilized by the Lessor in originally evaluating the lease transaction). The Lessee, at its own cost and expense, may furnish other additions, modifications and improvements to the Units during the term of this Lease provided

that such additions, modifications and improvements are readily removable without causing material damage to the Units. The additions, modifications and improvements made by the Lessee under the preceding sentence shall be owned by the Lessee and shall be removed by it upon the return of the Units pursuant to § 14 hereof.

B. The last sentence of the third paragraph of § 9 is hereby amended in its entirety to read as follows:

The indemnities arising under this paragraph do not include the payment of principal or interest on the Conditional Sale Indebtedness (as defined in the Security Documentation) or any indemnity as to fair market value of the units after the term of this Lease and shall continue in full force and effect notwithstanding the full payment of all obligations under this Lease or the expiration or termination of the term of this Lease.

C. By its signature hereto, each of Ford Motor Credit Company and Cargill Leasing Corporation, as a party to the Trust Agreement dated as of December 15, 1975, among such companies and the Lessor, requests the Lessor to enter into this Amendment and approves the foregoing amendment.

D. By its signature hereto, Metropolitan Life Insurance Company, as Assignee under the Assignment of Lease and Agreement dated as of December 15, 1975, between such company and the Lessor, approves the foregoing amendment.

E. Except as hereinabove amended, the Lease (as defined above to include Amendment No. 1) shall remain in full force and effect. This Agreement shall be governed by the laws of the State of New York. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same contract, which shall be sufficiently evidenced by any such original counterpart.

IN WITNESS WHEREOF, the parties hereto have executed or caused this instrument to be executed all as of the date first above written.

SEABOARD COAST LINE RAILROAD COMPANY

[Corporate Seal]

By *Samuel G. Anderson*
Vice President and Treasurer


Attest:

J. F. Williams
Assistant Secretary

LOUISVILLE AND NASHVILLE RAILROAD
COMPANY

[Corporate Seal]

By


Assistant Vice President

Attest:



Assistant Secretary

BANK, N.A., as Trustee
AMERICAN SECURITY ~~AND TRUST COMPANY~~

By


Vice President & Trust Officer

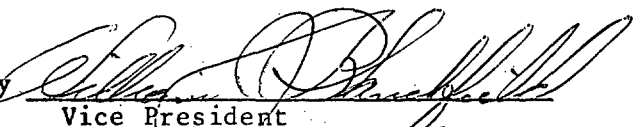
[Corporate Seal]

Attest:

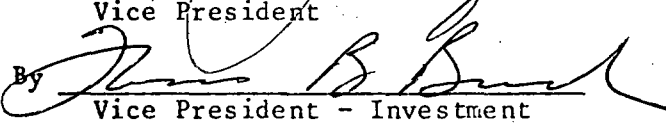
Charles A. Grondle
Assistant Secretary.

METROPOLITAN LIFE INSURANCE COMPANY

By



Vice President

By


Vice President - Investment
Counsel


[Corporate Seal]

Attest:


Assistant Secretary

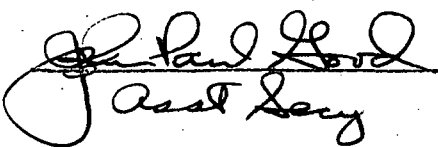
FORD MOTOR CREDIT COMPANY

By


~~Leasing Representative~~
Associate Loan Officer

[Corporate Seal]

Attest:


Asst Secy

CARGILL LEASING CORPORATION

By R. L. Lylin
~~Vice President~~
Executive Vice President

[Corporate Seal]

Attest:

Rodney M. Olson
Rodney M. Olson, Assistant Secretary

COMMONWEALTH OF VIRGINIA,)
) ss.:
CITY OF RICHMOND,

On this 6th day of May, 1977, before me personally appeared Leonard G. Anderson, to me personally known, who, being by me duly sworn, says that he is Vice President and Treasurer of SEABOARD COAST LINE RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

CW Whitehurst
Notary Public

[Notarial Seal]

My commission expires Apr. 30, 1979

COMMONWEALTH OF KENTUCKY,)

County
~~CITY~~ OF JEFFERSON) ss.:

On this *11th* day of *May*, 1977, before me personally appeared *N. H. Stier*, to me personally known, who, being by me duly sworn, says that he is ^{*Asst.*} Vice President of LOUISVILLE AND NASHVILLE RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Norma J. Jones

Notary Public

[Notarial Seal]

My commission expires *March 4, 1981.*

DISTRICT OF COLUMBIA) ss.:

On this 17th day of MAY, 1977, before me personally appeared R. D. LARSON, to me personally known, who, being by me duly sworn, says that he is Vice President of ^{BANK N.A. as Trustee} ~~AMERICAN SECURITY AND TRUST COMPANY~~, that one of the seals affixed to of the foregoing instrument is the corporate seal of said Trust Company, that said instrument was signed and sealed on behalf of said Trust Company by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Trust Company.

Gregory M. Philbrick
Notary Public

[Notarial Seal]

My commission expires 6-30-81

STATE OF NEW YORK,)
) ss.:
COUNTY OF NEW YORK,)

On this 12th day of JULY, 1977, before me personally appeared WILLIAM J. BLANCHFIELD and THOMAS B. BURCH, to me personally known, each of whom, being by me duly sworn, says that each is a Vice President of METROPOLITAN LIFE INSURANCE COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Joseph P. Bracken
Notary Public

[Notarial Seal]

My commission expires

JOSEPH P. BRACKEN
NOTARY PUBLIC, State of New York
No. 41-0381010 Qual. in Queens Co.
Certificate filed in New York County
Commission Expires March 30, 1979

STATE OF MINNESOTA,)
) ss.:
COUNTY OF HENNEPIN,)

On this 21st day of June, 1977, before me personally appeared R. L. Lumpkins, to me personally known, who, being by me duly sworn, says that he is Executive Vice President of CARGILL LEASING CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Zola E. Gillies
Notary Public

[Notarial Seal]

My commission expires

ZOLA E. GILLIES
Notary Public, Hennepin County, Minn.
My Commission Expires Dec. 8, 1980.

STATE OF MICHIGAN,)
) ss.:
COUNTY OF WAYNE,)

On this 13th day of June, 1977, before me personally appeared D.W. HOFFMAN, to me personally known, who, being by me duly sworn, says that he is Associate Loan Officer of FORD MOTOR CREDIT COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

[Notarial Seal]

My commission expires

SHARON R. MOREAU
Notary Public, Oakland County, Mich.
Acting in Wayne County, Mich.
My Commission Expires May 8, 1979